

AUSTIN RICHARDS and CRAIG GREEN,)
)
 Plaintiffs,)
)
 v.) **CIVIL ACTION NO.**
)
 AMWASTE, LLC,) **2:22-CV-00221-RDP**
)
 Defendant.)
)
)

COME NOW the remaining parties in the above-styled action, Plaintiff Craig Green ("Green") and Defendant Amwaste, LLC ("Defendant" or "Amwaste") (collectively "the parties"), and jointly move for an Order approving the agreement between the parties to resolve the above-styled action. As grounds for their Motion, the parties state as follows:

1. This action was originally filed by Plaintiff Austin Richards on February 18, 2022, asserting collective action claims under the Fair Labor Standards Act ("FLSA"). (Doc. 1). The Court denied Plaintiff Austin Richards' motion for conditional class certification on November 15, 2022. (Doc. 50).

2. Following the denial of conditional certification, on November 29, 2022, Plaintiffs filed an amended complaint adding Craig Green (“Green”) as a named plaintiff. (Doc. 51).

3. On April 14, 2023, the Court granted Defendant's Unopposed Motion to Dismiss Plaintiff Austin Richards with Prejudice (Doc. 53), leaving Green as the only remaining plaintiff in this action. (Doc. 56).

4. Throughout this action, Amwaste has denied that Green is entitled to any additional overtime compensation because Green has been paid properly under the FLSA for all hours worked.

5. In an effort to avoid expenses associated with this litigation, the parties, by and through their respective counsel, have reached a settlement agreement covering all of Green's claims against Amwaste. A copy of the proposed settlement and release agreement between the parties is attached hereto as Attachment A.

6. The terms of the Agreement are fair and reasonable and the amount awarded Green was determined by an analysis of Green's pay records and length of employment during the relevant time period, Green's allegations and claims, and Amwaste's defenses.

7. The amount awarded Green under the settlement is greater than he could recover on his allegations under the FLSA.

8. Upon approval of the Agreement, the parties ask that the Court dismiss the Green's claims with prejudice.

WHEREFORE PREMISES CONSIDERED, the parties respectfully request that this Court grant this Motion and enter an Order (attached as "Attachment B"):

1. Approving the settlement for all concerned and finding that the agreement is a fair and reasonable resolution; and

2. Dismissing Green's claims with prejudice, each party to bear his or its own costs, attorney's fees, and expenses, with the exception of the payment of attorney's fees to counsel for Green described in the settlement terms, which constitutes all attorney's fees, expenses, and costs due for this action.

Respectfully submitted this the 28th day of April, 2023.

/s/ H. Carlton Hilson

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